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ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR TO THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED.

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You release, and agree, at your own expense, to indemnify, defend and hold harmless us, our officers, directors, employees, agents and affiliates, from all liabilities, claims, alleged claims, loss and damages (of every kind, whether known or unknown and suspected or unsuspected), and including reasonable attorney’s fees, related in any way to: (i) your use of, access to or reliance on the service or the content, including without limitation our actions or omissions while providing the services; (ii) your content, personal information and registration data; (iii) any breach of, or default in, this Agreement by you; (iv) any act or omission by you, whether or not illegal, negligent, reckless, offensive, unauthorized or unprofessional; (v) any defective, contaminated or malicious device or software, including without limitation viruses, intentionally or negligently disseminated by you or originating from your equipment or network; (vi) your account, by you or by any one accessing your account with or without your consent.

We will provide you with written notice of such claim, suit or action. You will not enter into any settlement or compromise of any such claim without our prior written consent. We reserve the right, in our sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In all events, you shall cooperate fully in the defense of any claim.

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